

*[Background conversation]*

*Jimmy Hoffa:*

All right, let's come back to order. All right, on the Ohio run, apparently this has been left out of the contract, but it will be as follows. On agreed to our runs in Ohio, there should be no increase on any runs which are equal to or greater than Central State's rate of pay, as increased, but increases shall be granted not to exceed the amount set forth herein. In those instances, where necessary to ensure that such runs are equivalent to Central State's runs at all times. Cost of living adjustments subject to cost of living shall be applicable to all such agreed to runs. On Red Circle – wait, hold there. On Akron and Toledo, the one-eighth-of-a-cent-a-mile will apply to first year and to second year and their runs and the cost of living on where they have the mileage. And the - what?

*[Background conversation]*

I don't think so. Is it a quarter eighth? You got my figures? I don't have them here.

*[Background conversation]*

What did I give you, Frank? I'm wrong. It will be a quarter of a cent the first two years. Quarter of a cent the first year, quarter of a cent the second year on all runs operating out of Akron, Ohio. Out of Toledo, Ohio, it will be a quarter of a cent the first year, a quarter of a cent the second year for the first 100 miles; and a quarter of a cent the first year, a quarter of a cent the second year, a quarter of a cent the third year over the first 100 miles, because that is equal now to Central State's rates. In Cleveland, Ohio, the rate increase will be ten, eight, and five on their hourly rates. And on a balance of Ohio, hourly rates will be ten, eight, and eight. The understanding that both times will any run pay less than the basic Central State's drivers hourly and mileage rates or a combination of the two.

*[Background conversation]*

Just a moment. Just a moment. Turn that off. On the two-man operation, again, we applied the increases to the regular two-man operations of a quarter, a quarter, and a quarter to be divided between the two men, giving each grant an eighth of a cent each year. We also applied the same hourly rates of pay making it 307, 315, 325. But we also recognized the fact that there had been some adduces of the layover time in the Sleeper Cab Clause, the

same as there was in the single-man, but more so in the double-man because it was the intention of sleeper cabs where they were being used for the purpose of continuous operation.

So, we were successful in the following language on Section Five. "Where sleeper cabs are required to layover away from the home terminal, layover pay shall commence following a 13th hour at the end of the run. Drivers must be notified at least 2 hours prior to the 13th hour of his departure with an allowance to the employer of 15 minutes from approximated starting time up to the 13th hour. If the driver's not called two hours in advance, it is herein provided he shall be paid for such two hours. The driver is held over –" wait a minute here. Where'd you get this language from?

*[Background conversation]*

Not from our clause. Not 15 minutes. Is it 15 minutes? It's not 15 minutes. There's something wrong here. We'll check the language. We'll straighten it out if there is. "If the driver's not called two hours in advance, the herein provided he should be paid for such two hours. Drivers held over after the 13th hour, he should be guaranteed 3 hours pay in any event for layover time. If he is held over more than five hours, he shall receive layover pay for each hour held over up to eight hours in the first 21 of layover period commencing after the run ends. This pay shall be in addition to pay to which advantage of the title if he is put to work at any time within the 21 hours after the run ends. The same principles shall apply to each succeeding 18 hours, accepting 2-hour notice, shall be given in such of succeeding 18th hour period prior to 10th hour layover pay shall commence as the 10th hour. All such other provisions in modicum 22 shall apply except as they be provided below."

Now the intent of this article – I think it's a little misprint here – is to reduce the 15 to 13 and everything else reduce correspondingly. Now, the next paragraph is old Section Six. Part of it's old, but where it's underscored, it's states again. Recognizing that some of this new equipment we were having problem with the sleeper bunk, we put this in. "Bedding and fresh linens for sleeper cabs will be furnished and maintained by the employer in a clean, sanitary condition. Complaints respect the width, depth, and condition of the mattress shall be subject to grievance procedures. 1964 sleep equipment, all new sleeper equipment herein after must be provided with air conditioning and mechanical cooling systems. Balance is old language.

*[Background conversation]*

There is also one new provision in this contract dealing with a new type of equipment being operated and will become more predominant during the three-year period. That is the two-man sleeper cab operation, which is now a double-trailer operation. So, if you will look down at the fourth series of rates where it states in there, "Single-man rate, double trailer not exceeding 30-foot trailers." You will not we have put in some new rates. Effective February 1, '64, 6.33 each man. '65, 6.455; '66, 6.58. Now, in that instance, we secured for each man a quarter of a cent a mile each year, recognizing that the handling of a double bottom could very well cost the individual more time, likewise recognizing that for every third trip we receive two trips now. Balance of that page is old.

On page 12, the left-hand side is all old. On the top of that page, you will note in the second paragraph, the above may be changed by mutual agreement, past brought to consideration subject to approve a joint area committee. What do you mean add interpretation?

*[Background conversation]*

Oh, yeah. There's a two-man clause that we're trying to find right now which, when we get it, we'll put it in. It's not new. It's just that old language is supplement. We're going to make this supplement part of the contract.

*[Background conversation]*

You got it? Not the one dealing with 24 hours. Is this it?

*[Background conversation]*

No, Roy.

*[Background conversation]*

All right, we'll find it and put it in. It's nothing new. It's just something you had before as interpretation. Now, it's going to become part of the contract. It won't change our operation. Vacations for sleeper cab drivers. That's \$219.00 for each week for each driver, 222 for each week for each driver in '65, and 226 for each driver in 1966. How did that get to 26? It's supposed to be there. It's 26. That's right. 26.

Section 11 is the same, the old agreement. Owner/operator is the same. Except the fact that we increase the equipment rental rate by one cent per mile. On page 13 is one per mile increase on equipment rental rates dealing with the tractors only. Trailer rates stay the same. Balance of that on page 14 on left-hand side, no change. When you come down to the right-hand side of page 14, look at number 6. All we did there was put in change the date to make it 1964 in two places. Balance of that page is the same.

On Article 33, vacations, the change reads as follows. "Employees shall receive a vacation with pay of 24 consecutive working days where they have been employed 16 years or more." That's the change, 16 from 18. Additional change, in our next paragraph, underscore a minimum of 15 percent of employees shall be permitted to go on vacation between May 1 and October 1 each year. That's new. Request it and was gained for the contract. The balance of the contract was the same. On holidays – what did you underscore that for? That's not changed language.

*[Background conversation]*

On the road. It was not in a cartage but road, Dave tells me. The following named holidays shall be paid for the rate of eight hours pay for the holidays. It would not work regardless what day of the week for which it falls. That's been added both for Road and cartage, even though it was in the cartage before. Health and welfare, 35. Effective February 1, '64, the employer should contribute to a fund which is to be administered jointly by the parties in sum of \$5.30 per week for each employee covered by this agreement who has been on the payroll 30 days or more, effective February 1, 1965. There's something wrong here. Hold up here. Sign that out, will you?

I didn't see a period there. \$5.30 per week for such employees covered in this agreement who has been on the payroll 30 days or more. Now, effective February 1, '65, a weekly contribution shall be increased to \$6.80. Effective February 1, '66, the weekly contribution shall be increased to \$7.30.

Now the next change is down the middle of the next paragraph. Employers should continue to pay the required contribution of such employee returns to work. However, if such contribution shall not be paid for a period of more than 12 months. That's for an employee injured on the job. Before, it was six months. We have now given 12 months payment to guarantee that his health

and welfare will continue while he's injured, providing it's on the job. The balance of that paragraph remains the same.

I want to say to you that this was one of the most bitter fights we had with the employers, because we told them at the very outset that this additional money we were seeking was not only for the question of health and welfare, it was to establish an eyeglass and dental laboratories for our members where we could supply them with free eyeglasses and free teeth. The employer bitterly complained that he didn't know the cost, ultimately, that this would be and, despite the fact that we have had 200 doctors for the last 3 years working out a plan all throughout the entire Central States and the South, the employers refused to accept our statistics. But we were successful in fighting and getting them to agree to five cents and putting that five cents into the welfare fund knowing full well that will be earmarked by the trustees all throughout the United States that our members will receive for the first time in the history of any union I know in the country free eyeglass and free teeth for themselves, their wives, and the members, we hope over the period of this contract based upon our experience.

Now recognizing this money does not go into effect all at once, the trustees are going to recommend, from the union side, that we first take care of the members' eyes and his teeth, recognizing that if he is able to work, he'll be able to supply the necessary income to take care of the family. Next, as we get the second increase, we want to take care of the wife. Then, third, when we get the balance of the money out of the cost of living during the life of this contract, we will take care of the children, to see that they don't go up with weak eyes and with the unpleasant life of going through the stages of childhood to manhood or to womanhood with teeth that are unsightly or wrong and maintain their appearance, and many times cause embarrassment to the individuals.

My opinion, this is one of the most progressive steps, one of the most ambitious steps realized in these negotiations because throughout this United States, there will be clinics established to where our members will come, bring their families, have the necessary work completed both for the eyes and teeth going all knowing full well they've not incurred a debt. This will not happen magically overnight, but during the life of this contract, you will see an ever community, in my opinion. From our study, that there are 3,000 members and over in the local union. They will add sufficient income to establish a clinic where they'll make their own eyeglasses, manufacture them. They'll have a laboratory that will turn out their own dentures and be able to have the fillings and

corrections necessary for a pleasant life for our members and their families.

It's going to be your responsibility, you and the members, to see that this is not abused, because if it's abused, you will lose it. There will be a tight, close group be by the trustees. Finding any local union abusing it, we'll reserve the right to take it away from them, because this cannot be abused in a few isolated communities and destroy it for the whole United States. I hope you pay heed, you, and the members, and you see that you administer this in such a way that it will be an honor rather than a disgrace at the end of the three years when we report what has happened during that period.

Article 36, pension plan. Effective February 1, '64, the employer should contribute to Central States Southeast Southwest Area Pension Plan the sum of \$7.00, \$1.00 increase for each employee covered with this agreement, been on the payroll 30 days or more. Effective February 1, '66, the weekly contributions are increased to \$8.00, including another dollar the third year. I am told by our actuary this will mean that we will be able to do one of two things; either we'll be able to raise the \$90.00 up to almost equal to \$200.00 or be able to maintain it at a reasonable figure and raise the \$200.00 to a different figure. It's going to be my recommendation, as one member of the Board of Trustees, that we raise the \$200.00, recognizing the fact that as they get their Social Security, the \$90.00 is greater than the \$200.00, and try to reach some sort of equalized computation where the benefits of this new purchasing power will raise both the front end and the back end of the pension plan.

Now for the benefit of the members were we told we'd like to change this to 55 years of age. We have been informed by the responsible parties that administer our plan that we cannot legally do so. Because if we reduce the age of 57 down to 55, we will cause our members to lose their Social Security at 62. Because under the administrative laws of the Social Security, there must be earnings in the last five years from some employer, otherwise they lose that benefit. At such time as the law of Social Security is changed, we will likewise be able to correspondingly lower our age in keeping with the five-year period.

So, it's up to each one of you, as the union representative, it's in turn up to each member present in this family to write your congressman and senator and tell him of our problem and urge that they change Social Security from 65 for the full amount at least to

62, and the reduced down to 60 years of age so we can take care of our members the way we have the money ready to take care of them. Balance of the pension is the same except the fact that the employer likewise pays for 12 months of pension any man is injured on the job.

Action for delinquent contributions may be instituted by either the local union, the area conference, or the trustee employers who are delinquent and must also pay all attorney fees and cost of collections. They – shouldn't that be an attention also – in the welfare also?

*[Background conversation]*

All right, that will be in both. Time sheets master, posting agreement master, steel haul only is the same as it was except we raised the rates of pay. We added Local 142 to the exception in Section Two, and we increased the equipment rate by one cent per mile.

*[Background conversation]*

And there may be some other locals besides 142. We'll add them as we come along. On Article 40, we, again, changed the – or added to the exempt local unions 142, 703, and if there are other locals, we'll add them later on. The last paragraph is new. Road drivers may not be required to physically load or unload full loads for a company-maintained terminals in terminal cities. 41 sympathetic action is master. 42 separability is master. 43 cost of living is master. 44 emergency reopening master. 45 piggy-back master. 46 jurisdictional master. 47 subcontracting master. 48 inspection master. 49 national agreement master. 50 multi-employer master. 51 Section 1, 2, and 3 master. Termination clause with the following added. The term of this supplement agreement is subject to and controlled by all the provisions of article blank of the national master agreement between the parties hereto. Witness hereof hereto accept for 1964.

*[Background conversation]*

I'm told by Dave that he computed the equipment also a penny on the question of the trailers. Agreed if that's right. We like of that that also. We'll put that on the trailers as well as all the equipment. Now you've heard the reading of the supplements. Of the over-the-road contracts, again, only those two members from each local union will vote, who I designated to vote under the power of

attorney for acceptance or rejection. What is your pleasure of the supplemental on-the-road contract? Evans?

*[Background conversation]*

Local Union 20, Evans, Frank Evans? Local Union 135, Indianapolis, Indiana, Lloyd Reisner has seconded the motion. Any discussion? Question. All those in favor, please rise. Please be seated. All those opposed, if any, please rise. It is by unanimous action. We will now take in hand –

*[Background conversation]*

Yes, Roy has asked me to put something else in our record, which I will, which does not appear here, but which is a fact. The employers has agreed with the unions to recommend to our trustees, and certainly the union trustees will vote for it – I'm confident the employers will – that a driver or a dock worker working for 20 years for a company and is physically unable to continue on in our occupation will be permitted to freeze his period of employment at 20 years when he becomes 57 years of age – say he's year 50, for instance, or 55, when he becomes 57 years of age, without paying anything else into the fund, he will be covered by full pension when he receives the pension age. Likewise, we have already established a 30-year provision.

Central State adage. Again, there's no use of reading the changes, but if you'll make them, Huntington really knocked that out. The preamble is the same here as it is in the Road. We will go over the contract. This local party supplemental agreement is supplemental to and becomes a product of the National Master Freight Agreement here and after referred to as the National Agreement for the period commencing February 1, '64, shall prevail over the specific terms of that agreement only to the extent specifically provided herein.

Article one is the old agreement. Sections one, two, and three. Article two, union shop is the master. The balance of that provision is either the master or the old contract. Article three, storage, is the master. Article four, absence, is the old agreement. Article five is the old agreement, including subsections one, two, three. Layoff section B, casual, section C; controversy, section four; mergers, et cetera, section five, master agreement. Article seven, grievance machinery.



On the left-hand side is the same as the old agreement except at the top of page four. All committees established under this article may act through subcommittees dually appointed by such committees. Six, seven, eight is the old agreement. Nine, change of operations. You will notice that the tail end of the first paragraph, subcommittees shall also have jurisdictions of the closing of terminals regardless of seniority. Same as the Road.

Moving expense, ten, same as before. Article eight, grievance machine, the union liability, sections 1A, B, C, D and a second paragraph to D is new. When the joint area committee by majority votes settles a dispute, such decision to be final and binding on both parties with no further appeals. That was placed in there, again, as I explained on the Road to confine the question of grievances between the unions and the employers in the regular committees. E, F, G, H is the old agreement. I is different. It's new. The procedure set forth herein may be invoked only by authorized union representatives or employers. Same as before in the Road.

On page six, national grievances, Section four. Grievance in the quest of interpretation are subject to handling under provisions of Article eight of the national agreement shall be referred promptly to the National Grievance Committee. Same as explained in the Road. Nine is the master agreement. Ten is the old agreement. 11 is the master agreement. 12 is the master agreement. Article 13, the same as the old contract. 14, 15, 16, 17 is the master agreement as explained.

Article 18, neo period, old agreement. Article 19, equipment accidents report, master, same as explained before. Article 20, pay period, same as I explained before in the Road agreement with the bottom paragraph new, same as the Road. Article 21, paid for time, Section 1-2, old agreement. Article 22, change seen in that article, after four weeks is now 16 years instead of 18, same as the Road. The same as the Road at the bottom paragraph in section five, a minimum of 15 percent of employees shall be permitted to go on vacation between May 1 and October 1st of each year. Article 23, holidays, same as the old agreement.

Article 24, health and welfare, explained same as the Road. Article 25, pension, explained same as the Road, except the bottom paragraph on the page 9 of the pension. Actions for delinquent health and welfare pension contribution made into by local union or area conference or trustee employer, while delinquent must also

pay all attorney fees, cost of collections. I read that because it must go in the health and welfare also. That's same as the Road.

Article 26, the old provision. 27, split shift, the old provision. 28, 29, 30, 31, 32, master agreement, same as explained before under the Road agreement. Article 23, separation of employment, the old provision. Article 34, inspection provision, master, same as explained before. Article 35, sanitary conditions, same as the old contract. Article 36, wages, 2-1-64, 312; 2-1-65, 320; 2-1-66, 330. In those areas in which the wage rates are below the Indiana local cartage wage rate – that should be Indianapolis, not Indiana, Indianapolis. Make that Indianapolis instead of Indiana. Indianapolis local cartage wage rate structure, all classifications. No, that's not all classification date. That's drivers. That's not the dock. That's not the dock. Where's the dock wages here? Where's the dock wages?

*[Background conversation]*

We're talking about drivers here. Just a moment now. There's something wrong here.

*[Background conversation]*

That's all classification of drivers. Wait a minute here.

*[Background conversation]*

Wait a minute, wait a minute, wait a minute. Just a moment.

*[Background conversation]*

Just a moment. We're talking about Article 36, wages for drivers, wage rate structure for drivers.

*[Background conversation]*

No, put for drivers. No, put wage rate structure all classification of drivers. Put the word, "Of drivers" in there. That's what we're talking about, of drivers. That same thing would apply, but "of drivers" is the word. Put it in there. Now, next. Section two, all employees shall have their present base wage rate increased by ten cents per hour effective February 1, '64, by an additional eight cents per hour effective February 1, '65, and an additional ten cents per hour effective February 1, '66. Mark all of that new. In

addition – and the balance of that is the old language except we changed the figure '61 to '64. Underscore that. February 1, '64.

Article 37, workday/work week, old agreement. Call-in time, old agreement except down underneath section two you will find the following language, "The union shall have a right to file a grievance against employers who consistently insist that employees work more than ten hours a day. This applies only to city drivers returning to terminals after completing tour of duty." This applies also to all of the people, Dave, but drivers when they return to the terminal. Just take the word "only" out of there and say, "This applies to city drivers returning to terminals after completing duty, as well as all other classifications." As well as – add in there – strike out the word "only" before "to city drivers." After word "tour of duty", "as well as all other classifications." Yes.

Balance of the provision is the old agreement. 38, master, emergency reopening, master. 39, cost of living, master. Article 40, competitive equity, master. Article 41, master, additional contributions. 42, national agreement, master. 43, multi-employer, master. Article 44, sympathetic action, master. Article 45, \_\_\_\_\_, master. Article 46, post-agreement, master. Article 47, terminal clause.

Now, all of the remarks I made concerning the contract clauses dealing with pension and welfare applies to city and dock as well. The discussion we had concerning all of the other items of the master agreement apply to city and dock as well. In total, this comprises the suggested changes in the basic minimum contract of the present city cartage agreement. Now explained it, we're ready, again, for a vote. All the – you've listened to the discussion. What is your pleasure?

*[Background conversation]*

Feinberg, Local Union 20, moves the adoption.

*[Background conversation]*

Angelo for Youngstown seconds the motion, from Ohio. Any questions? Question being called for. Those in favor, again, the two from each local, please rise.

*[Background conversation]*

Please be seated. Now, I want to say, for the record, all those opposed, please rise. By unanimous vote. I want to say, for the record, during the discussion of this contract, Vice President O'Brien was instrumental during the contract in assisting us as well as the other vice presidents. I want to say further that the employers have agreed that the dock workers here in Chicago will receive these same basic increases that we have agreed to for all of the United States. The office also has agreed to the basic increases with the understanding, also, that the local meat people have agreed, in 710, to the same basic increases.

I would say, also, you must recognize that while we were not successful in getting the cleric and mechanical under the same master agreement, the employers have agreed, where those contracts are now subject to reopening, that you call a meeting of the employers of those areas and they have already recommended to those employers they accept this as a basic pattern to apply on the contracts you have in existence in your local union without changing a pattern of bargaining.

So, it merely necessitates the calling together of those employers at a local level or an area level, whichever you have your contract negotiators on, and the employers will agree to the same basic increases already wages, fringes, and language clauses. So, we have been able to complete, as you please, for the first time, a comprehensive understanding with the employers there will be no need or no necessity of having a strike in any classification of our work disrupting the total operation after once agreeing to the city, road, and dock contract. At this time, I would like to have – yes, Larry?

*[Background conversation]*

I'll explain that in a moment.

*[Background conversation]*

Wait, I'm going to explain all that. Wait a minute. Now, recognizing the fact that you have to go back home and call these meetings, the reason of the recording was that we intend to have this transcribed, and we're going to send a copy out to each local union where you'll be able to have that copy and play it back to your members, if you desire, so that they will understand what happened in this overall meeting of the entire 12 Middle Western States, and so they'll have an understanding of what happened during negotiations, and understand the reasoning behind each

paragraph, each clause, and realize and recognize that they're not standing alone, but are standing with 194,000 brothers in the Middle West, plus the balance of our 350,000 people around the United States, some 450,000 people around the United States who are employed in the same industries they're employed in.

We will endeavor to have these tapes cut as rapidly as possible, send them out to the local unions special delivery air mail, and whatever the charge may be per tape we may have to send it out a bill later on to you, but in the meantime, the Central Conference will pick it up, and we get it passed by our board, they will pay for it. Now, it may be necessary that everybody here call a meeting of your membership no later than next Saturday or Sunday, no later than next Saturday and Sunday, and immediately report back into a number we will give you, aid by tabulation, of all of those that voted yes and all of those that voted no, so that we can register those votes with the National Committee.

Likewise, we are recommending this, once you have had your meeting and the membership have listened to the recording, or you discussing it, whichever you please, and they have voted, we are recommending that you immediately take a registration of those members attending the meeting, delete them from your roles of the people working under this contract, and send out a letter to every single one of the members in your local union. You will have copies come to your office immediately that you can transcribe on your own stationary.

Send out to all the balance of the members that did not attend that meeting so that they will know of the resolution that was passed at the meeting ratifying the contracts, and be able to send back a postcard to your local union, where we will send out – we will give you a copy of the typed language on the postcard where they'll be able to either send back in a protest or by the acceptance of that letter and not mailing back a protest, we can have their names and their numbers also for ratification of this contract.

Because it's necessary to realize that we no longer control the destiny of Central States, but all of the United States is going to vote on this contract. Therefore, it's necessary to register a vote as great and as live as we can do so that the tabulation, without doubt, will be the fulfillment of a 30-year dream. This is necessary. The correspondence will be in your hand, and you will follow through. I, again, repeat, no later than Saturday or Sunday must this contract be ratified.

Now, at this time, I want to have a man make a statement to you. I know from sitting here and visibly going back in his memory, that words can't express what he must be thinking. Because some 30 years ago, you will look back – many of you are not even members of the union or parties to this organization – this was a dream started, a dream started by certain men in this international union of a national agreement. They've lived through the period of an area over-the-road contract, a period of an area city cartage contract, and now they're living through a period of a national agreement that guarantees minimum wages, hours, conditions, and language across this nation. I'm sure this man I'm going to introduce can tell you – and it would take him hours if he wanted to tell you all of the heartaches and the trouble we had getting this finally consummated. At this time, it's my pleasure to introduce to you Sandy O'Brien, who was one of the first originators of area-wide contracts the entire United States. Vice President O'Brien.

*[Applause]*

*Sandy O'Brien:*

Thank you, President Hoffa, for the splendid introduction. This, to me, as you mentioned a minute ago, it is a great dream. I can't hardly see only maybe a handful of people here that were back here in 1927 when a few of us got together – '37, back here in Chicago in the milk drivers hall. This proposal come out of Minneapolis many years ago by a group of people up there that thought that it was time to organize the over-the-road people. I was sitting in Indianapolis at the time, auditing some books, and President Tobin told me came into Chicago and break up the meeting because he thought it was a new international that was starting within our international that was no good.

I come back here and listen for three days to the dons and our little secretaries have passed away – what was his name? Art Hudson, Val Dodds, and many of the fellows that are not around anymore. After three days of listening to them, I began to think that this was the greatest thing I ever heard of and went back to Indianapolis and reported so to the general president. He still was quite opposed to the deal. I was able to talk to Beck, who was at that time starting the Western Conference on the West Coast, and he agreed with me and thought something should be done along those lines.

Back in those days, we were scared of going from one state to another for fear we'd interfere with interstate commerce and we'd be in violation of the law. At any rate, I watched these conflicts grow from year to year. Back in the old days, we never dreamt of pensions, health and welfare, or anything that we've got in the

fringe line today, sleepers and so forth, double bottoms. When you look back at the contract in 1937 where we would get \$0.50 an hour for dock men, \$0.75 for drivers, and compare it to what we've got today, it's really – it's beyond everybody's imagination.

Now, back in – looking at the beginning of this contract here, when the general president, after going up and down the country a dozen times, found it as necessary to have a national agreement, we found a lot of skeptics. Up until a week or so ago, I think many of us were of the opinion this couldn't happen. He said it could happen, and it did happen. I wasn't as scared in so far as he was concerned that it wouldn't work out all right. I was as scared we could never get the employers together on a national basis such as they did during these negotiations.

I played a very little part in these last negotiations. I had some surgery and couldn't make the meetings as I wanted to, but I knew it was going on and I felt that a great job was being done by many of the new people that have taken over in the last few years. I want to say, being an old-timer, it's about time in this business that the young fellows pick up some the slack of the older fellows because they can't cut the cake anymore like we used to back in the old days. We have the experience, but we don't have the ability or we don't have the stamina anymore to stand up in these long hours such as our younger people have.

I want to, at this time, congratulate the general president and his negotiating committee, in fact everybody that had anything to do with the putting of these contracts together. This, in my opinion, makes this international union the greatest international union in the world today. I always knew it was the best, but we go back to the old days of 200,000 people, 300,000, 500,000. We thought we had a hell of a lot of people in our union. Today, we're over 1,600,000, and all of the different phases we've reached into. Now you've got the nucleus of a contract that can go into warehouses, can go in every phase of our business here on a national basis. This being a tough agreement, I think when this one runs out, it'll be much easier to negotiate on a national basis than it had been on an area basis.

We do still have a few skeptics in the business that feel that this contract won't work out. The contract is only as good as the people that are working under the contract. We know our people on the streets are loyal. We know our drivers are loyal. Sometimes our people in our local unions begin to worry when they get a union of 15 hundred of 2,000 people in their local union,

they think it's too many to handle. Now, that's a bad situation to get into because there are cities today where we've only got 800 to 1,000 people with large population that should have larger unions. They don't want to get out and build a bigger union for fear they've got to hire more business agents, or they don't want to make their organization too big. Some of them have the opinion that they have a little franchise in a certain area, and they don't want to get with the franchise.

The day has come in this business, I think, that we've got to go out and do a job on organizing young, organized people. Now, we have the nucleus all over the country. We've got young men coming into the business. We've got able people. The question of salary has never been a question, in my opinion, around this teamsters' union. The question of spending money, nobody's ever squawked about what you spend, as long as you do a job. So, at this particular time, Jim, I don't know how much longer I'll be around to watch these contracts grow, but certainly it's been a privilege and a pleasure and an honor to sit here today and see my old \_\_\_\_\_ of Central States coming out with three contracts like they have today. A master agreement, this is certainly something. Thank you, Mr. Chairman, for the introduction.

*[Applause]*

*Jimmy Hoffa:*

All right, now, is Gordon Conklin here? Gordon Conklin? Did Gordon leave? I'd like to have a minute if he's here. We have another vice president here today. I'd like to have him make a few remarks, knowing this is going to go to all the local unions. So, those local union members, officers back home will know the approval and ratification by the vice presidents. I'd like to have Vice President Fitzsimmons, at this time. Take the mic and make a few words. You fellows who are leaving, don't leave. Stay here because you won't know what's going on. There's some more to talk about. Now, don't get excited, you're not going anywhere.

*[Applause]*

I've got a fellow here who has to get away because his daughter is here, and he wants to see her off back to school. But before he goes, I want to say that while Dave is not as old as Sandy, he's not much behind him. He has had, also, a tremendous amount of experience with Central States Council contracts. He's been in every phase of the making of this national agreement since Izzy Goldberg died. Before he leaves, I would like to have Attorney Freigut say a few words concerning what this means to the



lawyers, not only to our members, to the lawyers, and what he can foresee in the future that this will mean to our members by having a national master agreement with appropriate supplements.

This time, I want to pay respects to Dave for the long hours he put in uncomplainingly, and the many arguments, discussions that took place and sometimes taxed the nerves of individuals because you worked 2, 3:00 in the morning, 4 or 5, somebody gets a little itchy and howly and, despite that, while you remain very confident, qualified, put down the language, the questions, and worked out this agreement in the language space in such a way that is so clear that any truck driver can understand it and, likewise, the Supreme Court or the Appeals Courts can understand it, which is equally just as important. Because every single phase of this contract is subject to attack in our courts. This time, I give you Dave Freigut, our counsel.

*Dave Freigut:*

Thank you, Mr. Chairman. I wish I'd gotten out about two minutes earlier. I was privileged to work under the Central States Drivers Council Direction for many years now, starting with the – well, our office was involved with the Central States Driver Council from the beginning. As Jim said, when my late partner was killed in an automobile accident – in an airplane accident while on teamster's business, I was privileged to step in. I was accepted by the fellows and, since that time, I think our relationship has been a very decent one and, I must say, mutually profitable, I hope.

*[Laughter]*

I've gone the rounds on these contracts. I sat through many a day and night with Jimmy and his committee, starting with Central States, helping out on the East, helping out on the South, helping out on the West. Finally, in Philadelphia not too long ago, late one night or early one morning, Jimmy looked at me when we got the signatures and he said, "Well, that's the whole round-round," and he meant you've lived through history. Well, I certainly have lived through history in collective bargaining and the representation of both the Drivers Council and in the international union. But this kind of history which has, today, been accomplished, I must admit to you, frankly, I never anticipated.

I don't know if many of you can appreciate the kind of maneuvering and yet dealing, the kind of manipulating, the kind of playing one group against another, one section against the other, the kind of pressures that have to be used, the kind of persuasion that has to be used to finally get one industry as large and as

diverse, geographically and in the nature of operations, as the trucking industry to finally come in and recognize that history has caught up with it and that the time had come when it had to negotiate a master agreement, a national agreement. I don't think there's any trucking employer that ever thought he would live to see that day.

I think that with the exception of Jimmy Hoffa there wasn't any labor union official generally or teamster union official specifically that ever thought he would live to see that day. I will say that this is a tribute to the determination, the sheer determination and genius of this one man. Without this, I think we would all agree that if this were to happen, it would still be many years off and would not have been accomplished within the very short period of time we saw it done.

From the viewpoint of the lawyers, from the viewpoint of our being able to serve this union, from the viewpoint of our being able to present the best possible posture in court for both the members, the local unions, the area councils, and the international union I don't think that a finer job could have been done. From the viewpoint of protecting the interests legally of this international union and all of its locals and I must say all of its officers and members, this contract certainly makes history.

From the viewpoint of our being able to go into court, and I think that right now is a tribute to the way in which these contracts have been negotiated, this international union has a finer record in the appellate court in maintaining its position under its contracts than any other union in the country. I know we have a better record in the U.S. Supreme Court than any other union in the country. Most of the law made by the U.S. Supreme Court has been made on the basis of the Central States Drivers Council contract and the language which appeared first in those contracts and then has been adopted not only by other teamsters' unions but by other unions in other areas and in other fields of endeavor.

I would say that not only has collective bargaining history been made here today, but legal history has been made. I don't believe that there's going to be a union in this country that will be able to withstand as far as it can withstand under the law the legal attacks that will be made on it in the viewpoint of the employer/union relationship. This union will be able to as a result of this national master agreement. I'm certainly proud that I played that little part that I did play in the negotiation and the accomplishment of this goal. I'm certainly speaking for all of my associates and I speak,

I'm sure, for all of the lawyers who represent your local unions and who have represented the teamsters' union when we express our appreciation to you, first of all, of privileging us to be of service to you and, second of all, by your negotiations to be as helpful as you will be to us when we have to represent you in a court of law.

Thank you.

*[Applause]*

*Jimmy Hoffa:*

I know many of you have an appointment to go home, but I likewise know that we've spent many, many weeks here and you can wait a little bit longer. Fitzsimmons.

*[Applause]*

*Fitzsimmons:*

Mr. Chairman, Jimmy, Sandy, the rest of your fellows here, along with Dave, I want to say that today, right here and now, you've heard Sandy, you've heard Dave say about history being made. I've been around one or two days. The fact of the matter is I have the pleasure that I sort of know that some of you fellows and beyond, because I think, without fear of contradiction that as of today and until the death of Bert Brennan, that I know Jimmy Hoffa personally, his feelings, his reactions better than any other man on the face of this earth. I've had that privilege and pleasure of being with Jim some 26 years now.

In these 26 years that I have been associated with Jimmy, he has done nothing but amaze me and surprise me every time we go into any type of a project. I want to say that this was one of the most amazing, most surprising situations that I have seen in my association with him. He and I – I've got a few pet remarks that I make to him about what I think he is once in a while, by ourselves. I made them to him at this time. But like the insurance, like the pension, and like the other conditions that we're enjoying today, this thing came about the same way.

I want to say in addition to what Dave said about the activities of putting this thing together, the position that he played on the basis of being the arbitrator, the mediator, yes, the counselor of not only the employer groups but every union there is, even from the four areas as such. I marvel at his patience. I know that other people on the committee marveled at his patience. He excelled himself to the extent that as far as I am concerned, he is reached the highest degree of diplomacy that any man in this country has ever achieved.

I want to say to you fellows, here and now, you have got a contract which you have associated yourselves with on the Central States area level in the past. Do not go further. There's no doubt about it, we in the international union knowing the Month of November was the greatest month we ever had in this international union coming from the membership rolls of the local unions. With this type of a contract and this pattern of bargaining in your different types of industry, there's no reason why even the month of November can't be better and greater than ever thought of before.

We have constantly, through the area agreement, eliminated the problems at the local level, as far as your negotiations fight the employers. We have taken you out of the doldrums and the expense and the heartaches of fighting with different employers and put you into the area agreement. Where you hide your negotiations on the basis of your suggestions, your grievances, come to a final determination or even you in your own membership have the right to say that, "I took it as far as I can." Thus, comes the national committee. It goes further now into the national agreement we're going to enjoy.

This is your agreement. The fall or rise of this agreement will depend on you, and each and every one of you going back to your membership and being honest and sincere. We have noticed recently in the Central States Grievance Procedure that a lot of our local unions have been dragging their feet. I say that now sincerely by the number and nature of grievances that we have had to decide. I ask that your cooperation picks up, or rather be picked up, that you take and sincerely take this contract and administer it, and to the point of trying to settle your grievances on a local level in accordance with the agreement. Because there's no other agreement that I know of in this country, regardless of the labor unions, that I think has a clear-cut interpretative position that our new agreement will have. We hope that you will consider that and act accordingly.

As far as benefits, social benefit, you will see as we go on, additions we make as far as the pension insurance goes. I want to say as far as previously concerned, the rest of the committee was days and hours and nights that this whole matter was put together. I hope you appreciate the efforts. I hope you appreciate the time and the heartaches that was spent in putting this contract together and under the conditions it was put together. Let me just take a minute and say, under normal conditions, Chairman, as far as your negotiating committee was concerned, does a hell of a job.

But each and every one of you look in a mirror and ask yourself one question. "As far as your own individual operation is concerned, under the duress that our general president has been under, not only this year and last year, but since the McClellan Committee started, do you think you could do a job? Do you think you could achieve the success and put this thing together as he did?" I say, again, to you, and I'm sure that I speak for him, the only thing he asks us to do is to appreciate the agreement we have now got completed and, we hope, is ratified by your membership. Thank you.

*[Applause]*

*Jimmy Hoffa:* Did Gordon Conklin come in or leave?

*[Background conversation]*

*Jimmy Hoffa:* All right, I want to call this time upon your chairman of Central States Drivers Council, Roy Williams. I want to say before he talks that he and I sit down a long time before the first meeting ever took place in Chicago with this contract with certain employers. Private, confidential meetings, trying to wheedle them in by a discussion and talk and the sanctity of this national contract. He probably knows more about what help put this together than most people really will ever understand.

I'm sure, likewise, that Roy and the hours he spent day and night, week after week, working on this contract, has a realization of the blood and sweat that went into getting this contract put together, because he was with me day and night, long with Vern Milton, Walter Shae, Dusty Miller, Ted Merrill, and other individuals of this international union who worked in this. Roy, my pleasure to introduce you, not to people you don't know but to your friends who must realize that you've got a job now, more so than ever, of helping police this national contract plus traveling around this country as the spokesman as the Central States Drivers Council on the national interpretations and the national meetings that will be needed to follow through with it. Roy Williams.

*[Applause]*

*Roy Williams:* Thank you, Mr. Chairman, for those very kind remarks. I would like to say, of course, after these excellent speakers have spoken, why it doesn't leave very much for me to say. However, that I've enjoyed being a part of this national negotiation. It's certainly true that several of us, Jim, and I especially, have talked to operators

that we thought would be fair, also would have some influence on some other operators. You've got to know Jimmy to know how he can maneuver those people into the right position at the right time to get the right answer. I told them out on the West Coast that Fitz talked about him being a diplomat. He has become so diplomatic that he can almost tell you to go to hell in such a way that you're actually looking forward to the trip.

*[Laughter]*

However, I would like to speak to you now as a president of a local union. I only have one fear here, Mr. Chairman, that I don't know whether you're going to need any of us guys around anymore or not because you're doing all of the work for us. We've got our grievance taken care of. We get our contracts negotiated. We get a little heat, all we've got to do is push it upstairs and they'll take it up there because they don't have to stand elections down here. All we got to do is follow the procedure, and all of our problems are taken care of. Our chairman, the same as the rest of the fellows in the Central Conference, Central States, has always got an open ear and an open mind for your problems in your own particular areas.

Certainly, I think that this has been a job that nobody in this room thought could ever be accomplished. I believe that our members, starting tomorrow with me especially – I have two meetings called and, Jim, I have no fear that what they will accept this contract unanimously, because I don't think they either dreamed of such a package could be gotten at this time under the circumstances. The first national contract – usually when you get your foot in the door, you have to go kind of easy the first year. We got our foot in the door and, before they could close it, we got all the way in. I believe we've done a hell of a job and, especially, our chairman and general president of the teamsters' union. Thanks a lot fellows.

*[Applause]*

*Jimmy Hoffa:*

I want to express one other appreciation to **Frank Murther**, our executive secretary. Frank was ill during some part of these negotiations, but when he got back, we made up for lost time by working him around the clock, seven days a week. His office, his staff turned out the material, rapid as we needed it. I can say without fear of contradiction, we were at least ten steps every day ahead of the employer by being able to reproduce necessary documents, be able to assemble those documents and present them as finished products, which kept the employer wondering exactly

how we did it. Frank, my hat's off to you, your staff. I'm sure that everybody here appreciates the work you've been doing.

*[Applause]*

*Frank Mirther:*      Thanks, Jim, but there's one person in the room here that's greatly responsible for any success we had in producing the material for the negotiators. That's my secretary, who's in the back of the room, Mrs. Keebler.

*[Applause]*

*Jimmy Hoffa:*      Likewise, I express my appreciation to the young lady who I know that 3, 4:00 in the morning was wondering when it was time to turn off the switch. We let her catch up some Saturday night and Sunday for that, but not during the week. Now I want to make one more last statement, then we're through for the day. This contract has been ratified. It's going to your membership. I hope that I speak for the entire executive board of the Central State's Driver's Council and international union that nobody's going to try to be a hero. Nobody's going home and do other than do what you did here today, and that is have this contract ratified so that our members, their families can reap the benefits of the contract.

If there is any question raised by the membership concerning any provision they sent in that we deleted, you don't have to apologize for it. As chairman of the advisory committee, I accept full responsibility for deleting from the original proposal, bargaining away any section of my original proposal to finally come up with this finished product. It was my responsibility to make the final decision after consulting with our committee. I did that and I accept the responsibility.

By accepting that, I also realize that Fitzsimmons and myself, myself being president, Fitzsimmons vice president and 299, can have our membership accept this contract by unanimous vote, some 20,000 members. More than many of you, you put 25 of you together, you wouldn't be lucky to get that many members. Our membership will meet a week from Sunday. I can tell you now, from the agents being on the street, there is no doubt in my mind that this contract will be accepted overwhelmingly and enthusiastically by 299's members. When you can convince 299's members that this is a good contract, I'm sure you can settle anywhere in the United States.

Because whether you know it or not, there are now only six cities in the United States with non-uniform wages. New York, New Jersey, Philadelphia, San Francisco Bay area, the Valley, Los Angeles, and Detroit, and Chicago are the only ones that have higher-rated contracts than the contract as a minimum here. Gradually, we're bringing you up to those minimums by the extra money you would get and the conditions you get.

Now in doing that, must recognize that the large metropolitan areas that I've mentioned must necessarily get a recognition that they are entitled to the community wages that are being paid in those areas which are higher than many of the areas represented here. If you expect their support, in return you must recognize the difference between their conditions and some of yours. One day maybe across this country we'll see total uniformity.

But there is no other union in the United States, no matter who it is, that can say that they have the basic wages, hours, and conditions that we have in this contract. I question if very many of you here or if any of you can take any contract you have in your local union and compare it to this contract in your own community. I doubt it. If you do, it's a rarity. But as a majority, I'm sure it isn't true.

Now, we have a second job – this is just the beginning – that we work toward the like contract in every single division of this international union, recognizing that the only way we can bring about uniformity of wages and conditions by master negotiations. I'm sure when you speak to your members, they will likewise agree. So, I hope that when you go home, you get it passed, report back as rapidly as possible. Get this matter behind us, start enforcing the agreement, collecting the wages. If we do that, then 30 years of dreaming and planning has been accomplished.

When I leave here, I'm going back to Chattanooga to trial. We've been one week now trying to select the jury. I want to say, for the record, the most amazing things have happened in that trial that I question of anybody in the country who would believe it. Less than three percent of the population of that state has ever gone to college, and yet out of 75 perspective jurors, 36 of them show up with college degrees. Mighty surprisingly, out of the same 75 or 76, 13 people from one government installation, the TVA. Almost 50 percent of the jury that came up out of that total 3 million people of Tennessee have had two- and three-times experience at bat as jurors in the past. Some of them within the last 12 months.



I'm sure if you polled this group here, the percentage wouldn't be that high. I question whether or not anywhere in the United States, and we so told the court, that anybody could find a similar situation that by hap chance they have been able to select the jury of abundance of college graduates of the experienced jurors and government employees. My problem will be there for the next few weeks.

While I'm there fighting that fight, I hope that all of you will take care of the grievances so, by a minimum amount, Jim Harding's in the international office. Larry Steinberg is there. Harold Gibbons is there pending my trial. While they're there, if you have any problems, call them. I'm sure, if it's major, they'll get ahold of me at lunch or at night, and we'll take care of it. So, with that, return home. Take care of these agreements. Take care of your members. Play this tape. Put it in a safe when you get through with it.

Once in a while, when you think about what can you do when you want to, play this tape. Because I'm sure that there's going to be in the year 1964 or '65 certain international unions by the pressure of their membership try to do the same thing. You look at the end of '64 and '65 and see if they have a national contract, and then determine for yourself when you go to a central conference meeting or a central – city council meetings of the unions or state federations of unions whether or not you have to bend your head or hold it up that we have the best. Thank you. Return home. Finish the job, and get it approved. Goodnight.

*[Applause]*

*Fitzsimmons:*

Just a moment, please. Just a moment. The president and chairman of the central conference of teamsters has said that he's going to have this fight and we know he is having this fight in Chattanooga. I think from this group, which is his home group, he certainly deserves a vote of confidence in his problems in Chattanooga, Tennessee. So, Jim, there is a motion on the floor giving you a vote of confidence in your problems in Chattanooga. Are there any questions? Everybody in favor, signify it by saying Aye.

*All:*

Aye.

*[Background conversation]*

*[End of Audio]*